



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CTITQ0017 SABER 1
EFFECTIVE BEGIN DATE: 02-20-2002
EXPIRATION DATE: 02-28-2007
PAGE: 1 of 5

BUYER : ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

FOB

PAYMENT TERMS (%): **DAYS:**

VENDOR:

SABER SOLUTIONS INC
3995 Hagers Grove Rd SE

Salem, OR 97301
USA

VENDOR CONTACT:

Michael Freese

PHONE: 503-566-7095 **EXT:**

EMAIL: mfreese@saberconsulting.com

VENDOR #: 20442711800

DESCRIPTION OF ITEMS CONTRACTED

CONSULTING, IT

SEE ATTACHED DOCUMENTS

Contract To Furnish IT Consulting And Staff Augmentation Pursuant To The Specifications, Terms And Conditions Of Sealed Bid BD80200S102 On File With The Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

For Complete Instructions On How To Use This Contract Contact The Department Of Administrative Services, General Services Enterprise.

This Contract Is For The Following ITQ Service Categories Only:

- 1) Strategy / Vision / Consulting
- 2) Project Management
- 3) Design / Planning
- 4) Developing
- 5) Testing
- 6) Implementation
- 7) Training
- 8) On-Going Support
- 9) Administration

Contact:

Drew Lightner

Ph: 847-969-3000

Fax: 847-969-6999

Email: dlightne@covansys.com



PCQT# 00000338
Rating: 8.71

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RENEWAL PERIODS

FROM 03-01-2007 **TO** 02-28-2009
FROM 03-01-2009 **TO** 02-28-2011

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		91829	\$0.000000
				\$0.000000

Computer Software Consulting
Contract To Furnish IT Consulting And Staff Augmentation
Pursuant To The Specifications, Terms And Conditions Of Sealed
Bid BD80200S102 On File With The Department Of Administrative
Services, GSE Purchasing Division, Hoover Building, Level A, Des
Moines, Iowa 50319-0105.

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Contact:
Drew Lightner
Ph: 847-969-3000
Fax: 847-969-6999
Email: dlightne@covansys.com

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TERMS AND CONDITIONS

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material



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All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

Vendor's Property

Notwithstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free, nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.

N60

NET 60 DAYS

April 3, 2006

URGENT – REPLY REQUESTED

Ashley Super
Purchase Agent
Iowa Department of Information Technology
Hoover State Office, Bldg. Level A
Des Moines, IO 50319-0104

RE: Assignment of Contract
Invitation to Qualify #BD802S102, Ver. 1 issued June 8, 2001 (the "Contract")

Dear Ashley Super:

As we discussed in our prior communication, we are writing to inform you that Saber Solutions, Inc. (formerly known as Cobalt Public Sector, Inc.) ("Saber"), a wholly-owned subsidiary of Saber Software, Inc. (formerly known as Saber Consulting, Inc.), and Covansys Corporation ("Covansys") have reached a tentative agreement for the sale of Covansys' Public Sector Business Unit (the "Transaction"). In connection with the proposed Transaction, we wish to assign the contract you hold with Covansys to Saber, with the work and obligations under the Contract to be performed by Saber and/or its affiliates (including Saber Software, Inc.). We are writing you to request your written consent to the assignment of the above-referenced Contract to Saber. In order to ensure consistent delivery of high quality service, Covansys requests you review this letter as soon as possible.

Please acknowledge your consent to the assignment and assumption of the Contract and the terms herein by having an authorized representative sign the enclosed copy of this letter and returning it to the attention of Julie Thornton, Vice President, Contracts, Covansys Corporation at the address below.

The assignment and assumption is conditioned upon, and will be effective upon the closing of the Transaction and assumption of the Contract by Saber ("Effective Date"). Saber will contact you promptly following closing.

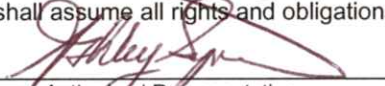
In order to ensure we obtain your consent before the Transaction closing date, we request you sign and return this letter no later than **April 21, 2006**.

Covansys would like to take this opportunity to express its appreciation for the opportunity to have worked with you. If you have any questions after reviewing this letter, please do not hesitate to contact Brett Pynnonen of Covansys at (248) 848-2211.

Sincerely,


Arvind Malhotra
Vice President – Covansys Public Sector Business Unit

I hereby consent to the assignment of all rights and obligations of Covansys Corporation under the Contract to Saber Solutions, Inc., as assignee, with the work and obligations under the Contract to be performed by Saber Solutions, Inc. and its affiliates (including Saber Software, Inc.), and acknowledge that as of the Effective Date, Saber Solutions, Inc. shall assume all rights and obligations of Covansys Corporation under the Contract.

By: 
Authorized Representative
Title: Purchasing Agent

Name: Ashley Super
Date: 04/18/06



FOR IMMEDIATE RELEASE

**COVANSYS ANNOUNCES AGREEMENT TO SELL ITS STATE
AND LOCAL GOVERNMENT PRACTICE TO SABER**

**Transaction Will Enable Covansys to Focus on Higher-Growth,
Higher-Margin Global Outsourcing Business**

FARMINGTON HILLS, MI, March 8, 2006 – Covansys Corporation (NASDAQ: CVNS), a global consulting and technology services company, today announced that it has reached a definitive agreement with Saber Consulting, Inc., a privately-held, leading provider of software and services to state and local governments, to sell its state and local government practice for up to \$40 million in cash. Saber Consulting is a portfolio company of Accel-KKR, a leading technology-focused private equity firm. PDA Software Services (PDA), a company Covansys acquired in 2002, is not part of this transaction. The state and local government practice had revenue and income from operations of \$75.7 million and \$2.8 million, respectively, for the year ended December 31, 2005.

Covansys' state and local government practice is a leader in helping state and local governments meet both their enterprise and domain-specific IT needs in order to realize cost savings and improve business process quality and productivity. It currently provides technology solutions and services to dozens of states and local governments and employs approximately 350 individuals.

Raj Vattikuti, Covansys' President and Chief Executive Officer, said, "We are pleased to announce this transaction because it will allow Covansys to more fully focus on its global outsourcing business. This is clearly the right transaction for us and we look forward to delivering improved results and creating additional value for our shareholders following the successful completion of the sale. We believe Accel-KKR and Saber are ideally suited to take the state and local government practice to the next level."

Ben Bisconti and Rob Palumbo, Managing Directors of Accel-KKR, said, "This transaction is an excellent example of how a focused private equity firm can work with a successful public company to achieve corporate strategic objectives while continuing to serve the best interests of customers and employees, and without interruptions to the technology innovation process. We believe this is an exciting event in the public sector software and services space, and we are confident that the combination of Covansys' state and local government practice and Saber will provide tremendous growth opportunities and reinforced industry and market

leadership to the merged company going forward, as well as enhanced services and offerings to customers across the country.”

Arvind Malhotra, Senior Vice President of Covansys’ state and local practice said, “The entire state and local practice management team and I are excited about this transaction and its many benefits for our customers and employees. As a private company, we will be able to focus on long-term growth and enhancing service for our customers. Accel-KKR has tremendous resources and expertise, and we look forward to joining forces with Accel-KKR and Saber as we move forward.”

Under the terms of the agreement, Saber Consulting will acquire the assets of the state and local government business. The agreement does not include Covansys’ business process outsourcing (BPO) business or any of the assets or contracts that Covansys acquired with its acquisition of PDA Software Services in 2002.

The closing of the transaction is contingent on the Company’s ability to meet certain closing conditions.

About Saber

Saber, founded in 1997, is headquartered in Salem, OR, with offices in Sacramento, CA, Annapolis, MD, Mequon, WI. The privately held company has deep customer relationships with state and local government entities across the country, providing software and services that underpin essential functions such as voter registration, election management and forms and document processing. For more information, please visit www.saberconsulting.com.

About Accel-KKR

Accel-KKR is a technology-focused private equity firm that invests primarily in technology businesses with \$15 million to \$150 million in revenue that are well positioned for top-line and bottom-line growth. At the core of Accel-KKR’s investment strategy is a commitment to developing strong partnerships with the management teams of its portfolio companies and a focus on building value through the contribution of unique financial, strategic, technical, and operational resources. Accel-KKR has a particular focus on the following transactions: Recapitalizations of family-owned or closely-held private companies, divisional buyouts of larger companies, and going-private transactions. For more information, please visit www.accel-kkr.com.

About Covansys

Headquartered in Michigan, Covansys Corporation (NASDAQ: CVNS) is a global consulting and technology services company specializing in industry-specific solutions, strategic outsourcing and integration services. Clients gain competitive advantage by leveraging our unique global delivery capability to achieve rapid deployment, world-class quality and reduced costs. Covansys is known for strategic outsourcing and technology solutions in the healthcare, financial services, retail and distribution, manufacturing, telecommunications and high-tech industries. Founded in 1985, with 7,000 consultants and employees worldwide, Covansys was one of the first U.S.-based IT services companies to establish offshore facilities in India, and is a pioneer in seamlessly integrating offshore capabilities into its offerings. Two of the company's three wholly owned development centers in India are assessed at Level 5 in SEI CMM(R). All three are ISO 9001:2000 certified and assessed at Level 5 in PCMM(R), and five global facilities are BS7799-2:2002 certified. Visit our Web site: <http://www.covansys.com> .

Safe Harbor Statement

With the exception of statements regarding historical matters and statements concerning our current status, certain matters discussed in this press release are forward-looking statements that involve substantial risks and uncertainties. Such forward-looking statements may be identified by the words "anticipate," "believe," "estimate," "expect" or "intend" and similar expressions. Our actual results, performance or achievements could differ materially from these forward-looking statements.

Factors that could cause or contribute to such material differences include impact of changes in estimates on fixed price projects, internal control weaknesses, variability of operating results, failure to recruit, train and retain skilled IT professionals, the failure of our agreement to sell the state and local practice of our Public Sector business to close, exposure to regulatory, political and general economic conditions in India and Asia, short term nature and termination provisions of contracts, competition in the IT services industry, economic conditions unique to clients in specific industries, the success of the Company to negotiate contract renewals at comparable terms, public sector budget constraints, limited protection of intellectual property rights, infringement by our services on the property rights of others, legal liability and damage to our professional reputation from claims made against our work, and risks related to merger, acquisition and strategic investment strategy.

ContactsFor Accel-KKR

Joseph Kuo / Andrea Calise
Kekst and Company
212-521-4800

For Saber

Bob Patterson
MKTX, Inc.
503-646-6589
bobb@mktx.com

For Covansys Corporation

Investors:

James Trouba
Tel: (248) 848-8896 Tel:
jtrouba@covansys.com

Media:

Michelle Jones
(248) 848-2269
mjones@covansys.com

APPENDIX F – Required Signature Page (submit two signed originals in your response)

I / we as undersigned agree to the terms and conditions of the aforementioned ITQ #BD80200S102 and if our response is accepted, to furnish any and all services upon which cost data has been submitted. Any material misstatement in our response shall be treated as fraudulent concealment from the STATE of the facts relating to this ITQ.

Name of Entity / Person Submitting Proposal: Covansys Corporation

Mailing address: 32605 West Twelve Mile Road
Farmington Hills, MI 48334

Phone: 248.488.2088 Fax: 248.488.2089 Email: _____

☐ If Individual: SIGNATURE: _____ Date: _____

Social Security Number: _____

☐ If Partnership: Names -type written: _____ / _____

Social Security Numbers: _____ / _____

SIGNATURES of PARTNERS: _____ Date: _____

_____ Date: _____

☒ If Corporation: Corp ID# 382606945 State: Michigan

SIGNATURE: [Signature] Date: 10/30/01

Name and Title -type written: Jim Kearns, Area Vice President

I / we consent to service of process by certified or register mail addressed to our designated agent as required by Part 5-13-i of the Terms and Conditions of the ITQ. I / we appoint

Thomas E. Sizemore at 32605 West Twelve Mile Road, Farmington Hills, MI 48334 as our agent to receive service of process.

If for any reason Covansys' agent for service is unable to act as such or the address of the agent changes, Covansys shall immediately appoint a new agent and provide the STATE with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the STATE. Nothing in this provisions will alter the right of the STATE to serve process in any other manner permitted by law.

WITNESS SIGNATURE: [Signature] Title: DIRECTOR Date: 10/30/01

Acceptance of Amendment #1 to ITQ BD80200S102, version 1.0

Note: The same person who signed the original response to the ITQ must also sign below to accept this amendment to the ITQ.

I, Jim Kearns, Area Vice President, officer for Covansys Corporation
(name and title) (company name)

Hereby accept and agree to Amendment No. 1 to the ITQ, BD80200S102, version 1.0 and agree to provide the additional requested information in the amendment.

Signature:  Date: 10/30/01

Signature for the State:  Date: _____

Upon signing, the aforementioned amendment is immediately incorporated into the ITQ and service provider's response to the ITQ.

Submit Two (2) Originally signed copies to:

Ms. Ashley Super, Purchasing Agent III
Iowa Department of General Services (DGS)
Hoover STATE Office Building - Level A
Des Moines, IA 50319-0105

Mark envelope with: "ITQ Amendment #1 Acceptance"

If the amendment as presented is unacceptable, please advise the State of your rejection of the amendment in writing with reasons to the IO as above or by E-mail:

Ashley.Super@dgs.STATE.ia.us.

APPENDIX C – Non-collusion Affidavit

NON-COLLUSION AFFIDAVIT

I, the undersigned, am the person responsible for the preparation of and cost data contained in this response submitted to the STATE in response to this ITQ and certify that:

Cost data has been arrived at independently and without consultation with any other party.

No information regarding this response content has been disclosed to any other party that may be or may potentially be responding to the ITQ with a response.

No attempt has been made to induce or to refrain any other party in responding to this ITQ or to influence the content of their response.

This response and subsequent proposal(s) submitted by my firm to RFPs referring to this ITQ is made / will be made in good faith and not pursuant to any discussions / agreement with any other party.

My firm and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation or been convicted for any act prohibited by federal law involving conspiracy or collusion with respect to bidding on public ITQ and related POs, except as follows:

I understand that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the STATE of the true facts relating to the response submission for this ITQ.

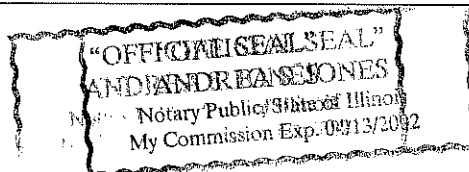
Name: Jim Kearns, Position: Area Vice President

SIGNATURE: [Signature] Date: 10/31/01

Representing COMPANY NAME: Covansys Corporation

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY 31 OF 20 01.

NOTARY PUBLIC [Signature] My commission expires: 4/13/2002



APPENDIX D – Lobbying Certification Form

LOBBYING CERTIFICATION FORM

FOR ITQ AND RELATED POSS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of her or his knowledge and belief, that

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract or agreement, or the making of any federal grant, loan, or co-operative agreement.

If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence the making of federal contracts or federal grants, loans, co-operative agreements, the undersigned will submit full disclosure of lobbying activities showing all details and supporting documents.

The undersigned will require any or all subcontractors to submit a separate lobbying certification and disclosure accordingly.

SIGNATURE: _____

TITLE: Area Vice President

COMPANY NAME: Covansys Corporation

DATE: 10/30/01

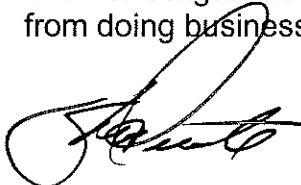
July 12, 2001

Ashley Super, Purchasing Agent III
Iowa Department of General Services (DGS)
Hoover STATE Office Building - Level A
Des Moines, IA 50319-0105

RE: Response to Iowa Department of General Services
INVITATION TO QUALIFY
BD80200S102, Version 1.0

DEBARRMENT, DELINQUENT AND SUSPENSION STATUS

Covansys Corporation certifies that it is not currently delinquent in the payment of taxes or other obligations to the STATE of Iowa, nor under suspension or otherwise debarred from doing business with the STATE of Iowa, any other STATE, or federal government.



Shawn Peralta
Vice President and Corporate Controller
Covansys Corporation